158, 10 N. W. 182; *Jackson* v. *Harrison* (N. Y. 1819) 17 Johns. 66, and the weight of authority supports the proposition of the instant case that an assignment is not a breach of a covenant against subletting, *Field* v. *Mills* (1869) 33 N. J. L. 254; *Lynde* v. *Newcomb* (N. Y. 1857) 27 Barb. 415; *contra, Upton* v. *Hosmer* (1901) 70 N. H. 493, 49 Atl. 96. *Gramaway* v. *Adams* (1806) 12 Ves. 395, often cited as *contra* to the proposition just stated, can be distinguished, as the covenant there was broad enough to cover an assignment. See *Field* v. *Mills, supra,* at p. 259.

LANDLORD AND TENANT—IMPROVEMENTS BY TENANT—COMPENSATION THEREFOR.—The plaintiff, a tenant at will, erected valuable improvements on the defendant's premises, in the hope that he would some day become owner, though he had no lease or contract to buy the premises. The defendant knew of and consented to the erection of the improvements but never agreed to pay for them. The tenancy being terminated, in an action for the value of the improvements, *held,* one judge dissenting, the plaintiff should recover. *Coggins* v. *McKinney* (S. C. 1919) 99 S. E. 844.

A tenant who erects improvements on another's land cannot ordinarily, in the absence of a promise by the landlord, compel him to pay therefor, *Foss* v. *Cosgriff* (1892) 65 Hun 184, 19 N. Y. Supp. 941; *Guthrie* v. *Guthrie* (Ky. 1904) 78 S. W. 474; *Mull* v. *Graham* (1893) 7 Ind. App. 561, 35 N. E. 134; see *Diederich* v. *Rose* (1907) 228 Ill. 610, 616, 81 N. E. 1140; Tiffany, Landlord and Tenant, 1692, even though the landlord knew of, *Woolley* v. *Osborne* (1884) 39 N. J. Eq. 54; *Guay* v. *Kehoe* (1900) 70 N. H. 151, 46 Atl. 688, and consented to them. *Cocio* v. *Day* (1888) 51 Ark. 461, 9 S. W. 433. That the tenant made the improvements with the expectation of becoming the owner of the premises, *Woolley* v. *Osborne, supra,* or under the mistaken impression that his lease would endure longer than was actually the fact, *Dunn* v. *Bagby* (1883) 88 N. C. 91; Tiffany, *op. cit.,* 1694, and with no intention of making a gift, can give him no better right. The court in the principal case by admitting that there could have been no recovery had the improvements not in fact increased the value of the premises, acknowledged that there was neither an express nor implied promise by the defendant, and allowed recovery on the ground of unjust enrichment. But although where the real owner asks for equitable relief or sues at law for *mesne* profits he will be compelled to allow a bona fide occupant under a defective title for such improvements as have enhanced the value of the property, *Bright* v. *Boyd* (C. C. 1841) 1 Story 478, 494; see *Parsons* v. *Moses* (1864) 16 Iowa 440, 444; Keener, Quasi-Contracts, 377, the law in general will not compensate a tenant for improvements erected on the land through no misrepresentation of the landlord, *Guthrie* v. *Guthrie, supra; Woolley* v. *Osborne, supra.* The principal case therefore would appear to be against authority.

LIBEL AND SLANDER—LIABILITY FOR REPUBLICATION—DOCUMENT GIVEN TO NEWSPAPER REPORTER.—Upon the request of a reporter for material for an article, the defendant gave him some documents, including a letter composed by the defendant which libelled the plaintiff. This letter was republished in the newspaper. On the defendant's motion to vacate an order of arrest procured by the plaintiff, N. Y. Code Civ. Proc. §3343(9), 549, *held,* that since the defendant had not requested the

republication, the motion should be granted. *Valentine* v. *Gonzalez* (Sup. Ct. 1919) 178 N. Y. Supp. 289.

The author of a defamation is not liable for its unauthorized repetition where this is not the natural and immediate effect of the original statement. *Prime* v. *Eastwood* (1877) 45 Iowa 640; *Hastings* v. *Stetson* (1879) 126 Mass. 329; see *Terwilliger* v. *Wands* (1858) 17 N. Y. 54, 58. But where such repetition is the "natural" consequence of the original wrong, he is liable. *Merchants' Ins. Co.* v. *Buckner* (C. C. A. 1899) 98 Fed. 222, 234; *Miller* v. *Butler* (1850) 60 Mass. 71; see *Burt* v. *Advertiser Newspaper Co.* (1891) 154 Mass. 238, 247, 28 N. E. 1; *Cochran* v. *Butterfield* (1846) 18 N. H. 115 (*semble*); *cf. Derry* v. *Handley* (1867) 16 L. T. R. (N. S.) 263. Where the defendant printer furnishes means for the circulation of a libel, with reasonable cause for belief that such will be the consequence, he is responsible, if the publication is not privileged. See *Youmans* v. *Smith* (1897) 153 N. Y. 214, 218, 47 N. E. 265. Also where without previous request a defamatory statement is given a reporter to print, the originator of the statement was held; *Clay* v. *People* (1877) 86 Ill. 147; likewise, where reporters on their own initiative attended a meeting, and the defendants expressed a hope that certain defamatory statements would be printed, they were held for the republication. *Parkes* v. *Prescott* (1869) L. R. 4 Ex. 169 (*semble*). In the instant case it seems that the actual delivery of the documents to the reporter, although at his request, might without error have been construed by the court to be as clear an authorization to print them, as the voicing of such a hope. In *Schoepflin* v. *Coffey* (1900) 162 N. Y. 12, 56 N. E. 502, relied on in the instant case, the defendant made defamatory statements about the plaintiff to a newspaper reporter. A judgment in favor of the plaintiff was reversed partly because there was evidence that the defendant had not intended the republication, and partly on the ground that evidence of the plaintiff's consent had been erroneously excluded.

LIMITATION OF ACTIONS—PLEADING—FAILURE TO ALLEGE ACTION WAS BROUGHT WITHIN STATUTORY TIME.—The plaintiff, as administrator, brought an action for injury to his intestate, resulting in his death, the declaration containing no allegation that the action was brought within the statutory period of one year after the death of the intestate. On a motion to arrest judgment, *held,* that compliance with the statute was part of the cause of action and must be alleged affirmatively. The verdict could not cure this defect. *Hartray* v. *Chicago Rys.* (Ill. 1919) 124 N. E. 849.

The pleadings of the plaintiff must state a cause of action and include every fact necessary for the plaintiff to prove, to entitle him to succeed. *Beveridge* v. *Illinois Fuel Co.* (1918) 283 Ill. 31, 119 N. E. 46; *Walters* v. *City of Ottawa* (1909) 240 Ill. 259, 88 N. E. 651. Whether a fact should be pleaded and proved as part of the cause of action or as a defense, although a matter of definite rule, has been largely determined by considerations of convenience. In suits on insurance contracts absence of conditions rendering a policy void, *ab initio,* are not required as part of the plaintiff's cause of action, and must be set up and proved by the defendant. *Aetna Life Ins. Co.* v. *Milward* (1904) 118 Ky. 716, 82 S. W. 364; *Tillis* v. *Liverpool Ins. Co.* (1903) 46 Fla. 268, 35 So. 171. As a general rule a statute of limitation cannot be taken advantage of by the defendant unless pleaded affirmatively by him. See *Earnest* v. *St. Louis etc. R. R.* (1908) 87 Ark. 65, 112 S. W.